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that award may be entered in any court of competent jurisdiction. Service of any demand for arbitration or process in any court proceeding under, arising out of, or related to this Agreement shall be made in the manner provided for notice in paragraph eighteen of this Agreement, and the parties waive any objection they may have to service or personal jurisdiction if the provisions of paragraph eighteen hereof are complied with.

18. **Notices:** All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered if delivered personally, by overnight courier service, mailed by registered, express or certified mail return receipt requested with first class postage prepaid, or transmitted by facsimile telecopier as follows:

If to the Guild:

Listeners' Guild, Inc.
Carnegie Hall - Room 404
881 Seventh Avenue
New York, NY 10019
Fax: (718) 380-8938

With a copy to:

David M. Rice, Esq.
Suite 410
One Old Country Road
Carle Place, NY 11514
Fax: (516) 741-3440

If to GAF:

GAF Broadcasting Company, Inc.
1361 Alps Road
Wayne, NJ 07470
Attention: General Counsel
Fax: (201) 628-3196

With a copy to:

Aaron I. Fleischman, Esq.
Fleischman and Walsh
Suite 600
1400 16th Street, N.W.
Washington, DC 20036
Fax: (202) 745-0916

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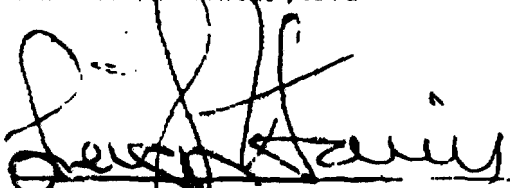
or such other address or facsimile number as either party or its counsel may specify by notice given as aforesaid. Notices sent as provided herein shall be deemed to have been delivered on the date of confirmed delivery if received prior to 5:00 p.m. local time.

19. **Severability:** If any provision of this Agreement is unacceptable to the FCC, the parties hereto agree to exercise their best efforts to make appropriate mutually acceptable reformatations to this Agreement in order to carry out as nearly as possible the intent of the parties as expressed herein, consistent with the Rules, policies and rulings of the FCC. If, prior to the expiration of the 120-day period described in paragraph three of this Agreement, the FCC has been unable to approve this Agreement because the Court of Appeals for the D.C. Circuit has failed to remand the record in Case No. 92-1270 as requested, or because the FCC has communicated specific concerns regarding particular provisions of this Agreement to the parties, and the parties are in the process of developing mutually acceptable reformatations to this Agreement as set forth above, the parties hereby agree to negotiate in good faith regarding a reasonable extension of said 120-day period. If the parties are unable to agree to any such mutually acceptable reformatations, this Agreement shall be subject to annulment as set forth in paragraph three hereof.
20. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes any prior agreements, understandings or representations, oral or written, express or implied. This Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

21. **Counterpart Signatures:** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be deemed executed as of the date on which the executed counterparts are exchanged by the parties.

LISTENERS' GUILD, INC.

By



Leigh N. Harris *
Chairman

GAF BROADCASTING COMPANY, INC.

By

Allan Dinkoff,
Vice President-Litigation

Accepted and agreed:


David M. Rice *

*Original signature to be submitted upon receipt.

21. **Counterpart Signatures:** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be deemed executed as of the date on which the executed counterparts are exchanged by the parties.

LISTENERS' GUILD, INC.

By

Leigh N. Harris
Chairman

GAP BROADCASTING COMPANY, INC.

By

Allen Binkoff,*
Vice President-Litigation

Accepted and agreed:

David M. Rice

*Original signature to be submitted upon receipt.

EXHIBIT A

The undersigned, currently a member of the Executive Committee and/or an officer of Listeners' Guild, Inc. (Guild), in order to induce GAF Broadcasting Company, Inc. (GAF) to enter into and to perform its obligations under the "Settlement Agreement" being entered into on March 28, 1994 by the Guild and GAF, hereby agrees, as provided in Paragraph 9 of said Settlement Agreement, that the undersigned will not instigate, join or knowingly cooperate with any third party to file a competing application for the frequency occupied by WAXQ in New York City if such competing application is filed prior to June 1, 1998 (or prior to the expiration of WAXQ's current license term, whichever is longer) and is filed while the undersigned is, or within two years after the undersigned ceases to be, a member of the Executive Committee or an officer of the Guild. The undersigned hereby consents to the dismissal by the Federal Communications Commission of any such competing application filed in contravention of the terms hereof.

Dated: _____, 1994

EXHIBIT B

The undersigned, currently a member of the Executive Committee and/or an officer of Listeners' Guild, Inc. (Guild), in order to induce GAF Broadcasting Company, Inc. (GAF) to perform its obligations under the "Settlement Agreement" entered into on March 28, 1994 by the Guild and GAF, hereby agrees, as provided in Paragraph 9 of said Settlement Agreement, that the undersigned will not instigate, join or knowingly cooperate with any third party to file a competing application for the frequency occupied by WAXQ in New York City if such competing application is filed prior to June 1, 1998 (or prior to the expiration of WAXQ's current license term, whichever is longer) and is filed while the undersigned is, or within two years after the undersigned ceases to be, a member of the Executive Committee or an officer of the Guild. The undersigned hereby consents to the dismissal by the Federal Communications Commission of any such competing application filed in contravention of the terms hereof.

Dated: _____, 199__

CERTIFICATE OF SERVICE

I, Eve J. Lehman, a secretary at the law firm Fleischman and Walsh, hereby certify that I have this 29th day of March, 1994 placed a copy of the foregoing "Joint Request For Approval Of Agreement For Dismissal Of Court Appeals And Pleadings Before The Commission" in U.S. First Class Mail, addressed to the following:

*John I. Riffer, Esq.
Associate General Counsel --
Adjudication
Federal Communications Commission
1919 M Street, N.W., Room 610
Washington, D.C. 20554

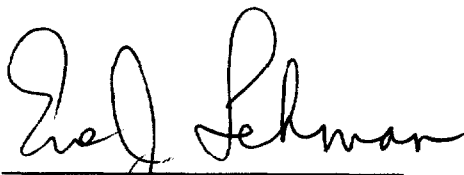
David Honig, Esq.
1800 NW 187th Street
Miami, FL 33056

*C. Grey Pash, Esq.
Office of General Counsel
Federal Communications Commission
1919 M Street, N.W., Room 602
Washington, D.C. 20554

*Gary Schonman, Esq.
Hearing Branch
Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7212
Washington, D.C. 20554

*Glenn A. Wolfe, Esq.
Chief, EEO Branch
Mass Media Bureau
Federal Communications
Commission
2025 M Street, N.W., Room 7218
Washington, D.C. 20554

*Lewis Pulley, Esq.
EEO Branch
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 7218
Washington, D.C. 20554



Eve J. Lehman

* By hand